



Plastic Refuse / Recycling Collection Containers RFP #06-23



**REQUEST FOR PROPOSAL (RFP) FOR
Plastic Refuse and Recycling Collection Containers**

**SOLICITATION NUMBER
06-23**

**PUBLICATION DATE
February 7th, 2023**



Competitive Solicitation by
Region 14 Education Service Center
for
Plastic Refuse and Recycling Collection Containers
on behalf of itself and other Government Agencies
and made available through the
National Cooperative Purchasing Alliance
RFP # 06-23



Tab 1

Master Agreement/ Signature Form

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

NOT APPLICABLE - Carts orders are customized by color and branding. Standard industry lead time may vary between 4 - 6 weeks.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Warranty information provided
in Tab 5.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Sierra Container Group

Company Name

6160 SW Highway 200, Suite 110

Address

Ocala

FL

34476

City

State

Zip

(626) 262-4963

Telephone Number

Fax Number

info@sierracontainer.com

Email Address

Faith Zydowsky

Vice President

Printed Name

Position

Authorized Signature





Tab 2

NCPA Administration Agreement

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Sierra Container Group ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 02-149, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Plastic Refuse and Recycling Collection Containers;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Sierra Container Group
Vendor Name

Sarah Vavra
Name

Faith Zydowsky
Name

Sr. Vice President, Public Sector Contracting
Title

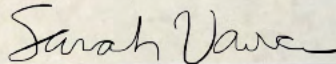
Vice President
Title

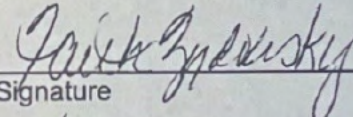
5001 Aspen Grove
Address

6160 SW Highway 200, Suite 110
Address

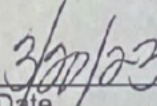
Franklin, TN 37067
Address

Ocala, FL 34476
Address


Signature


Signature

May 1, 2023
Date


Date



Tab 3

Vendor Questionnaire

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☒ Maybe ☐ No

Prices included would need to be converted into CAD. Additional export and transportation costs would need to be applied.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☒ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

Sierra Container Group LLC utilizes many small businesses including but not limited to: parts suppliers, freight carriers and service companies utilized to deploy & reclaim our product to individual residences.

☒ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Ocala,
State of Florida.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	<u>Faith Zydowsky</u>
Title	<u>Vice President</u>
Company	<u>Sierra Container Group</u>
Address	<u>6160 SW Highway 200, Suite 110</u>
City/State/Zip	<u>Ocala, FL 34476</u>
Phone	<u>(626) 262-4963</u>
Email	<u>faith@sierracontainer.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No



Tab 4

Vendor Profile

TAB 4

VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name. Sierra Container Group LLC
- Brief history of your company, including the year it was established. See Attached
- Company's Dun & Bradstreet (D&B) number. 080529018
- Company's organizational chart of those individuals that would be involved in the contract. See Attached
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.³
 - List the names of key contacts at each with title, address, phone and e-mail address. See Attached
- Define your standard terms of payment. Net 30 days
- Who is your competition in the marketplace? Cart Manufacturers such as: Toter & Cascade
- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizationsSee attached
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$_____ in year one
 - \$_____ in year two
 - \$_____ in year threeSee attached
- What differentiates your company from competitors? See Attached
- Describe how your company will market this contract if awarded. See Attached
- Describe how you intend to introduce NCPA to your company. N/A Introduced 5 years ago and actively utilized.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website. See Attached
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) See Attached
- Green Initiatives (if applicable) See Attached

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy. N/A
- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

See attached



Tab 4 – VENDOR PROFILE

Brief history of your company, including the year it was established.

Sierra Container Group was established in March of 2016 founded by Mike Schwalbach, an executive in the municipal solid waste & recycling industry for more than 25 years. Today the Sierra Team of nine (9) have over 110 years of experience in the solid waste & recycling industry. Sierra Container Group started with production in one U.S. facility in 2016 and has already expanded to production of their roll-out carts in three (3) cities nationwide. The expansion into AZ, IL & NC has catapulted Sierra as a national supplier able to provide competitive rates from WA to FL. Sierra has grown to be a supplier to many strategic customer partners, including national haulers, independent privately owned haulers and local government agencies. The Sierra Container team believes in earning business by providing high quality products and great customer service. The company's core values include high integrity, transparency, strong work ethic, continuous improvement and giving back to the industry and communities it serves.

Company's organizational chart of those individuals that would be involved in the contract.

- Mike Schwalbach – CEO/President
 - mike@sierracontainer.com – (213) 494-6948
- Dustin DePanfilis – Chief Operating Officer
 - dustin@sierracontainer.com – (443) 241-8800
- Brad Kuznacic – Director of Operations
 - brad@sierracontainer.com - (920) 254-9338
- Faith Zydowsky - Vice President
 - faith@sierracontainer.com – (678) 770-4222
- Rob Eck – Vice President
 - rob@sierracontainer.com – (352) 461-3788
- Andrew Moore – Vice President of Sales
 - andrew@sierracontainer.com – (706) 373-1897
- Wes Glakas – Vice President of Sales
 - wes@sierracontainer.com – (623) 523-9095
- Carrie Scharenbroch – Customer Service Manager
 - carrie@sierracontainer.com – (920) 838-2715
- Christal Lockhart – Customer Service Manager
 - christal@sierracontainer.com – (262) 672-7203

Corporate Mailing Address: 6160 SW Highway 200, Suite 110, Ocala, FL 34476.

Tab 4 – VENDOR PROFILE CONTINUED

What differentiates your company from competition?

Sierra Container Group has a unique model amongst all cart manufacturers. It is comprised of a group of experienced industry professionals, vested in the company, creating a unified and consistent team to serve our customers. Sierra is also unique in its capital structure with no brick-and-mortar assets. The Sierra team has invested its capital in high quality molds, end of arm tooling, top of the line quality material and components to produce superior products in partnership with experienced manufacturers. This lower overhead model focus on highest quality products and superior specialized customer service has provided the opportunity for rapid growth. Sierra Container was recognized as a 2021 INC Magazine fastest growing companies.

Describe how your company will market the contract if awarded.

Sierra Container will utilize the NCPA/ OMNIA contract as its primary vehicle to earn business with local government agencies. Just as this contract is efficient and cost effective for local government agencies, the NCPA/ OMNIA contract suits Sierra Container well given our small team of highly experienced professionals seeking the right customer match.

Describe how you intend to introduce NCPA to your company.

Sierra Container Group has been actively utilizing and marketing their existing partnership with NCPA. The original introduction of NCPA to Sierra Container was seamless given our unique organizational structure. Our small team are all decision makers, thus no layers of people in which mixed messages and communication can get altered. The Sierra team all knows that the NCPA is our primary mode of partnering with local government agencies. In addition, the NCPA contract is Sierra's only cooperative contract, unlike all our competition who have other options.

Tab 4 – VENDOR PROFILE CONTINUED

Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

Currently, Sierra Container does not have a transactional website for ordering. Besides our competition that sells into retail stores (i.e., Home Depot), the industry does not utilize on-line ordering. Typical orders in our industry to local government are in large quantities (i.e., truckload) made by management. Typical orders are manufactured once the order is placed, not retrieved from stock inventory. Each order has a unique set of specifications including color, branding and serial numbers. Thus, to ensure the accuracy of each order, the industry norm is communication through a sales agent and electronic sales form with all the details of each unique order. Sierra will continue to work with NCPA to further develop its website to meet any NCPA requirements.

Describe your company's customer service department. (Hours of Operations, Number of Centers...)

Sierra Container is unique in our organization structure. The Sierra team Customer Service Managers as well as all members handle customer service for our customers. We operate with low overhead and high ownership and capability. It should also be noted that Sierra Container believes in strong partnership including with our manufacturers, tool makers, freight carriers, services companies, material and component suppliers. We are very diligent in vetting out and selecting our partners to ensure that we and most importantly our customers receive great customer service from all involved in the Sierra Container experience. Although there is always a team member available to help their customers, Sierra's general customer service hours are: Monday – Sunday 7:00am EST – 6:00pm PST.

Green Initiatives:

Sierra Container believes 100% in being responsible to the planet and reducing our carbon footprint. Our unique structure once again indicates this mindset. We did not create waste and use resources to build more brick in mortar by building new facilities and buying machines in an industry that already has enough capacity. We instead partnered with manufacturers that have available machine time on existing machines to run our product. This model also lends itself to the flexibility to manufacture in multiple locations across the country as opposed to putting machines in one location. By having a geographical footprint in multiple locations, we inherently reduce the carbon footprint of freighting the product to our customers. Lastly, we focus greatly on the materials used to make our products to maximize its recycled content and recyclability. Our products are 100% recyclable HDPE plastic. We are currently partnered with a green initiative company that has a wide network of material suppliers with the objective to increase recycled content and reuse resources that are available in the market. Lastly, to reduce waste, we strive to make the highest quality product to mitigate failure and all the energy needed to return and replace that product under warranty. We are proud to say that Sierra Container has the lowest failure/warranty rate in the industry.

Tab 4 – VENDOR PROFILE CONTINUED

Vendor Certifications – Sierra Container is certified to sell in all states and local government with resale certification in addition to our six nexus states. All fifty states business licenses can be provided upon request or at the time of each transaction. W-9 attached.



Tab 5

Products and Services/ Scope

TAB 5

PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Plastic Refuse and Recycling Collection Containers categories. List all categories along with manufacturer that you are responding with:

Residential Plastic Refuse / Recycling Rollout Containers Brochure Included

- Non-Standard Colors
- Brand Plates
- In Mold Label
- Assembly and Distribution Services

Commercial Plastic Refuse / Recycling Containers Brochure Included

- Front Load Containers
- Rear Load Containers
- Non-Standard Colors
- Locking Bars
- Drain Plugs

Provide Container descriptions for each category below:

- Plastic Material Brochures, ANSI Testing & Warranty Included
- Resin Additive
- Recycle Ability

- ANSI Conformance
- Interior Construction
- Stability
- Lift System
- Abrasion Protection
- Handles
- Axle
- Wheels
- Assembly
- Parts Availability
- Load Rating
- Warranty



Tab 5 – PRODUCTS & SERVICES SCOPE

The following is a list of suggested (but not limited to) categories. List all categories that you are responding with:

Residential Plastic Refuse / Recycling Rollout Containers

- Non-Standard Colors – Standard Colors can be found in the Container Brochures. Non – Standard Color Charges have been included on the Price List included within this RFP. Examples of Non- Standard Colors are as follows: Hawaiian Blue, Pink, Purple, Red, Yellow, Orange.
- Brand Plates- Brand Plates are custom made with each order as needed. They will be held by Sierra Container Group at the manufacturing locations. Should any damage occur to customers plates during the manufacturing process, Sierra Container Group will replace the customers plates at no additional charge. Purchase price of customer plates have been included on the Price List included within this RFP. Should a customer utilize a brand plate already on file there will be no charge to the customer.
- In Mold Label- Sierra Container can provide an 8" x 7" or 11" x 6" In Mold Label in 4 Color Printing. In Mold Label Manufacturers have minimum purchase requirements to offer reduced pricing. 2,000 minimum purchase required. Pricing is included on Price List included within this RFP.
- Assembly and Distribution Services- Most manufacturers sub contract Assembly & Distribution and Reclaim Services out to experienced container services and management companies. Sierra Container has vetted and works with the most professional, reliable service providers that have a focus on safety and providing superior customer service. Sierra Container Group team members will serve as project manager and can provide references for their vendor partners upon request.
- Multiple Series of Design- In addition to Sierra proprietary models, the Sierra Container Group partners with and is an authorized dealer of Schaefer and Otto Roll-Out Carts . Production facilities are strategically located to provide our customers with competitive freight rates and reduced lead times. All containers are Injection Molded with High Density Polyethylene.

Tab 5 – PRODUCTS & SERVICES SCOPE CONTINUED

Commercial Plastic Refuse / Recycling Containers

- Front Load Containers – Sierra Container Group partners with and is an authorized dealer of Hedstrom Environmental, a Division of Ball, Bounce and Sport Inc. These containers are manufactured at 100 Hedstrom Drive, Ashland, OH 44805.
 - Frontload Containers are rotationally molded. Additional details and specs can be found within the brochure included within this RFP.
- Rear Load Containers- Sierra Container Group partners with and is an authorized dealer of Hedstrom Environmental, a Division of Ball, Bounce and Sport Inc. These containers are manufactured at 100 Hedstrom Drive, Ashland, OH 44805.
 - Rearload Containers are rotationally molded. Additional details and specs can be found within the brochure included within this RFP.
- Non-Standard Colors- Standard Colors can be found in the Commercial Container Brochure. Non – Standard Color Charges have been included on the Price List included within this RFP. Examples of Non- Standard Colors are as follows: Hawaiian Blue, Pink, Purple, Red, Yellow, Orange.
- Locking Bars- Lock Bars can be provided upon request at an additional charge.
- Drain Plugs- Drain Plugs can be provided upon request at an additional charge. Drain Plugs have been included on the Price List included within this RFP.

Provide Container descriptions for each category below:

- Plastic Material –
 - Roll-Out Carts are injection molded with HDPE – high density polyethylene.
 - Commercial Containers are rotationally molded with MDPE – medium density polyethylene.
- Resin Additive –
 - Both Roll-Out Carts and Commercial Containers contain a color package additive which includes a UV Inhibitor.
 - Recycled Material may be added at the time of manufacturing. High Quality and consistent source post- consumer recycled content could be added at up to 30%.
- Recycle Ability – Sierra Container Products are 100% recyclable.
- ANSI Conformance – Sierra Container Products offered meet all ANSI Standards. ANSI test reports are included within this response.

Tab 5 – PRODUCTS & SERVICES SCOPE CONTINUED

- Interior Construction – Roll-Out Carts and Commercial Containers include a smooth finish fully enclosed vessel that are free from protrusions that can cause waste to get caught and remain inside the container at the time of service.
- Stability – Sierra Container Products offered meet all ANSI Standards. ANSI test reports are included within this response.
- Lift System –
 - Sierra Container Roll-Out Carts are universally designed to be serviced by fully and semi-automated lift systems.
 - Sierra Container Commercial Containers are specifically designed to be serviced by frontload or rearload lift systems.
- Abrasion Protection – Sierra Container roll-out carts include a highly engineered structural bottom including a drag rail designed to reduce abrasion and wear and tear.
- Handles – Sierra Container roll-out carts include integrated handles that are ergonomically designed for ease of maneuverability.
- Axle – Axles are solid steel plated to resist corrosion.
- Wheels – Polyethylene snap on wheels designed for ease of assembly. Sierra models can include release feature designed for ease of disassembly. No additional tools needed for installation or disassembly.
- Assembly- Carts include pre-installed lid and catch bars pre-installed. Wheels and axle require assembly. This process takes no longer than 10 seconds per cart.
- Parts Availability- In stock parts such as catch bars, axles, wheels, lid pins
- Load Rating- Sierra Containers meet all ANSI Standards for load ratings. Maximum ANSI load rating is 3.5 pounds per gallon. ANSI test reports are included within this submission.
- Warranty – Warranty details for both roll-out carts and commercial containers have been included within the RFP.
 - Roll-Out Cart Standard Warranty – 10 years
 - Commercial Container Standard Warranty – 5 years



NCPA

ROLL-OUT CART WARRANTY

Sierra Container Group, LLC. provides a ten (10) year warranty on new roll-out carts sold by the Sierra Container Group or any authorized dealer. The warranty covers containers sold to the original purchaser for normal and intended use and service against operational failure caused by proven defective material or workmanship. The ten (10) year warranty applies to the Injection molded HDPE Body, Lid and Components and it is non-transferable.

The Sierra Container Group warrants carts manufactured equally with virgin HDPE material and/or recycled material and components determined to be defective shall be replaced. Any replaced cart bodies, lids and components will be warranted for the balance of the original warranty period of the original part.

Specifically excluded from this warranty coverage are: normal wear and tear, labor and installation, damage due to negligent or abusive use, damage caused by improper storage, customer handling, damage from improper installed, operated or damaged lifting mechanisms that do not meet ANSI standards, unauthorized repair, vandalism, resale, exposure to chemicals such as solvents, damage caused by wildlife or natural calamities. In no event shall Sierra Container Group be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

Purchaser must make all warranty claims within the applicable period and agrees that the Sierra Container Group or its designated representative shall have the right to inspect in person and test the allegedly defective container(s) at the customer's site or a predetermined location. Sierra Container Group has the right to repair or replace defective products, collect, reclaim and recycle the warranted material. Purchaser is to provide the warranted carts empty, disassembled, and stacked for shipment organized by the Sierra Container Group. The Sierra Container Group reserves the right to either repair, replace or grant credit for defective containers.

The Sierra model cart has undergone ANSI (American National Standards Institute) testing and is designed and manufactured to last a minimum of 10 years (the warranty period) under normal and intended use.

Warranty and non-warranty replacement parts such as lids, lid pins, catch bars, wheels & axles may be made and shipped to customer within four (4) weeks of receipt of order.



SIERRA SERIES

Rollout Carts

The Sierra Line of Rollout Carts

has been designed by industry experts to improve overall functionality and long term durability to support all types of waste, recycling and organics collection programs.

- Our injection process uses high density polyethylene (HDPE) that yields precise design features and strength in critical wear areas
- UV stabilized against the long-term effects of the sun
- Manufactured with **prime resin**
- Designed for easy assembly and requires no bolts or holes that could potentially leak
- Ergonomically designed to be user friendly while maximizing wind stability



65 Gallon

95 Gallon

KEY FEATURES & COLORS

10" Quick Release Wheels with Integrated Spacers



Quick Release Wheels make handling swaps and exchanges a simple task

Multiple Lid Handles and Touch Points



Large open handle areas for easy gripping with gloves

Black	Gray	Charcoal Gray
Kelly Green	Camo Green	Forest Green
Recycling Blue	True Blue	Navy Blue
Dark Blue	Tan	Brown

**Colors above are for illustration purposes only, color chips and custom colors available upon request.*



95 & 65 Gallon Universal Rollout Carts For Type B/G (Semi & Fully) Automated Lifters

BRANDING - HIGHLIGHTS

- Large 9.5" W x 7.5" H branding area for your company logo
- 8"x7" or 11"x6" In-Mold Label or Hot Stamp in Zone A
- Laser Engraved Serial Numbers & Bar Code
- Bottom wear strips for added protection
- Standard Lid Insert or Hot Stamp in Zone B
- Optimal gripping diameter for improved compatibility with lifters



SPECIFICATIONS

Dimension	95 Gallon	65 Gallon	Certifications / Warranty
Length (Depth)	33.5"	27.75"	✓ 10-year warranty on both 95 & 65 Gallon Models
Width	28.00"	25.00"	
Height w/ Lid	44.25"	41.75"	
Height w/out Lid	41.00"	38.5"	✓ 20-year life expectancy, designed for the most rigorous environments
Wheel Diameter	10" Diameter	10" Diameter	
Axle	3/4" Diameter	3/4" Diameter	✓ Meets all American National Standards Institute (ANSI) requirements for safety and lifter compatibility (ANSI Z245.30 & Z245.60)
Load Rating	332.50 lbs.	227.50 lbs.	
Assembled Weight	40.00 lbs.	32.00 lbs.	
Units Per Stack	12/13	12	
TL Quantity (53')	648/702 *	816 *	✓ 100% Recyclable
Assembly Required	Snap On Wheels & Axles Only		



PRODUCT SPECS

Model	Width	Depth	Front Height	Max Height	Truck Qty.	Load Capacity	Weight
FRONT LOAD CONTAINERS							
2 YD	83"	43"	50"	58"	45	2,200 lbs.	240 lbs.
3 YD	83"	53"	52"	61"	36	2,500 lbs.	295 lbs.
4 YD	83"	63"	57"	68"	30	3,200 lbs.	360 lbs.

WEIGHT = FULLY ASSEMBLED WITH CASTERS AND LIDS



OPTIONS

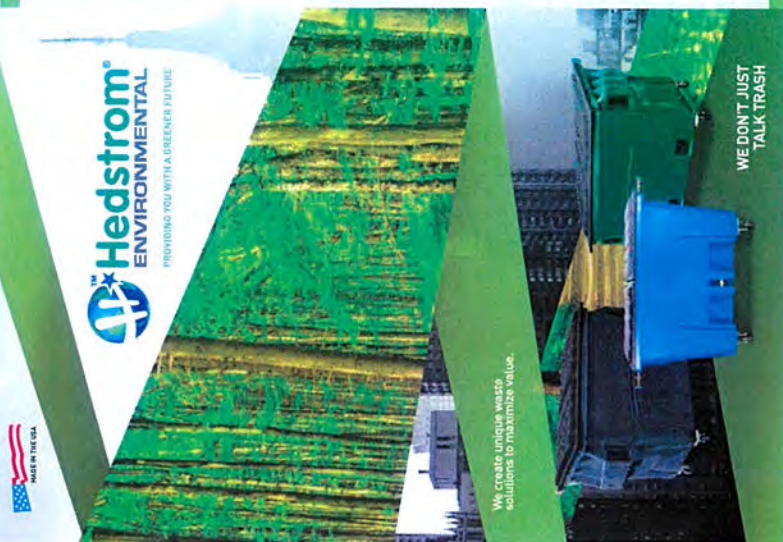
Skid Plates
Caster Packages
Post Mold Logos or Decals
Manual Lockbar Kits

Drain Plugs
Serial Numbers
Cardboard Slots
Lid Prop Kits

SOLUTIONS

Restaurant Waste
Agricultural Applications
Food/Organic Waste
Corrosive Environments

Environmentally Sensitive Areas
Noise Sensitive Areas
Push Outs



We create unique waste solutions to maximize value.

WE DON'T JUST TALK TRASH

FRONT LOAD 2YD | 3YD | 4YD

UNIQUE FEATURES & BENEFITS

100% Recyclable & Made in the USA
Long Term Cost Savings
No Rust | Low Maintenance
Less Wear on Equipment & People

Solid Unibody Design

Drain Plug Options | Leak Free | A Thick Wall & Pocket Design
No Aftermarket Modifications Required | Turtle Shell Bottom Design

Light-Weight & Durable

Stackable | Larger Hinge Knuckles | Quiet | Easy to Move



STANDARD COLORS



Custom colors available upon request. Custom aluminum van body from a local provider.

REAR LOAD 2YD | 3YD

UNIQUE FEATURES & BENEFITS Recyclable & Made in the USA

Long Term Cost Savings
No Rust | Durability | Low Maintenance | Raised Hook Bar
Less Wear on Equipment & People | Lid Hooks | Steel Cable Guide
Lids Do Not Touch the Ground



Solid Unibody Design

Multiple Hook Points | Turtle Shell Bottom Design | Leak Free
No Aftermarket Modifications Required | Drain Plug Options
Thick Wall Design



Light-Weight & Durable
Stackable | Larger Hinge Knuckles | Quiet | Easy to Move

PRODUCT SPECS

Model	Width	Depth	Front Height	Max Height	Truck Qty.	Load Capacity	Weight
REAR LOAD CONTAINERS							
2 YD	78"	47"	48"	53"	60	2,000 lbs.	245 lbs.
3 YD	78"	67"	48"	54"	40	2,200 lbs.	295 lbs.

WEIGHT - FULLY ASSEMBLED WITH CASTERS, LIDS AND HOOK BAR KIT



OPTIONS

Skid Plates
Caster Packages
Post Mold Logos or Decals
Hook Bar Kits

Drain Plugs
Serial Numbers
Cardboard Slots
Lid Prop Kits

SOLUTIONS

Restaurant Waste
Agricultural Applications
Food/Organic Waste
Corrosive Environments

Environmentally Sensitive Areas
Noise Sensitive Areas
Push Outs

STANDARD COLORS



Custom colors available upon request. Colors shown may vary slightly from actual product.

QUAD POCKET 2YD | 3YD | 4YD

UNIQUE FEATURES & BENEFITS 100% Recyclable & Made in the USA

Long Term Cost Savings
No Rust | Durability | Low Maintenance | Less Wear on Equipment & People

Solid Unibody Design

Leak Free | Thick Wall & Pocket Design
No Aftermarket Modifications Required | Multiple Lifting Options
Corrugated Bottom Design for Increased Strength

Light-Weight & Durable

Larger Hinge Knuckles | Stackable | Quiet | Easy to Move



PRODUCT SPECS

Model	Width	Depth	Front Height	Max Height	Truck Qty.	Load Capacity	Weight
QUAD POCKET							
2 YD	83"	44"	50"	58"	45	2,000 lbs.	240 lbs.
3 YD	83"	53"	52"	61"	36	3,000 lbs.	295 lbs.
4 YD	83"	63"	57"	68"	30	4,500 lbs.	370 lbs.

WEIGHT - FULLY ASSEMBLED WITH CASTERS AND LIDS



OPTIONS

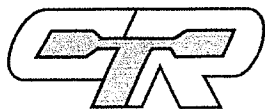
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SOLUTIONS

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Noise Sensitive Areas
Push Outs



CRT LABORATORIES, INC.

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ASTM Physical & Mechanical • Chemical-Thermal Analysis • IAPMO Cell Class
Geosynthetic Materials • Plumbing & Faucet Assemblies • Resin & Finished Product Testing



Committed to Quality



TEST REPORT

PAGE 1 OF 3

FOR: Sierra Container Group
1222 Lincoln Avenue
Pasadena, CA 91103
Tel: (213) 494-6948 / Fax: (213) N/A
ATTN: Mr. Michael Schwalbach

LWR NO.: 20380 DATE: July 05, 2017

BACKGROUND:

The client submitted two (2) samples of Plastic Roll-out Carts for testing to ANSI Z245.30-08. The samples were received on 06/06/2017 via customer supplied courier. Visual inspection was performed on 06/06/2017 and no product defects were noted. Testing in accordance with CRT signed quotation dated on 05/30/2017. The following additional information is provided:

CRT order entry log date: 06/13/2017 / Report due date: 07/05/2017

SAMPLE ID:

Two Black Polyolefin Plastic Roll-out Carts, identified as;

- 1) 65 gallons
- 2) 95 gallons

PREPARATION:

Conditioning – ASTM D618-13, 40h in a standard laboratory environment
Set-up & Preparation – per ANSI methods

TESTING:

Testing in accordance with ANSI Z245.30-08

TEST EQUIPMENT:

Scale #129, calibration due date 08/30/2017
Stopwatch #441, calibration due date 07/17/2017
Force Gauge #361, calibration due date 12/07/2017
Certified measuring Tape #434, calibration due date 09/04/2017

TEST METHODS:

Volumetric Loading Capacity Test – per Appendix A
Slope Stability Test – per Appendix B
Center-of-Balance Position Test – per Appendix E
Force to Tip Test – per Appendix F
Lid Test – per Appendix G

TEST RESULTS:


The results of testing are reported in Tables 1 & 2, attached.

CONCLUSION:

Based on the results of testing, both samples (65 & 95 gal) comply with sections detailed above when tested in accordance ANSI Z245.30-08...**Complies**

Specimen Retain Bin: BB (30 day hold only unless otherwise specified)

CRT LABORATORIES, INC.

IAPMO R&T  ISO 9001:2008 Certified – Registered / ISO-IEC 17025:2005 Accredited

Ken A. Le Jeune
CEO / Laboratory Director

Raúl Gonzalez
Laboratory Technician



CRT LABORATORIES, INC.

1680 North Main Street, Orange, CA 92867

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TEST REPORT

PAGE 2 OF 3

FOR: Sierra Container Group
1222 Lincoln Avenue
Pasadena, CA 91103
Tel: (213) 494-6948 / Fax: (213) N/A
ATTN: Mr. Michael Schwalbach

LWR NO.: 20380 DATE: July 05, 2017

TABLE 1

Testing: ANSI Z245.30-08

Sample ID: Black Polyolefin Plastic Roll-out Cart - 65 gallons

Volumetric Loading Capacity test – per Appendix A

The cart was placed in a large tank. The tank and sample were filled simultaneously with water until overflow. The volume of the body was measured at 61.3 gallons. Then the lid was filled and the volume obtained was 4 gallons. The total volume obtained was 65.3 gallons...**Complies**

Slope Stability test – per Appendix B

The empty cart was positioned in three different orientations on a concrete brushed finish surface with a 5 degree slope. No wind was presented at time of testing. No tipping or moving of the cart was detected. Then, the cart was filled with standard loading. No tipping or moving of the cart was detected...**Complies**

Center-of-Balance Position test – per Appendix E

The cart was filled with standard loading. The wheels were blocked to prevent movement. The container was rotate slowly on the wheels until the center of balance position was achieved. The distance from the ground plane to the center line of the handle of the base of the cart was measured. The following data was obtained:

1	2	3	Requirements
36 inches	36 inches	36-1/4 inches	29 – 40 inches

...**Complies**

Force to Tip test – per Appendix F

The cart was filled with standard loading. The wheels were blocked to prevent movement. A force gauge was attached to the container handles and a pull force was used to obtain the maximum force required to tip the cart. The following data was obtained:

1	2	3	Requirements
45 lbs	45 lbs	46 lbs	<120 lbs force

...**Complies**

Lid test – per Appendix G

A load of 80 lbs was placed on top of the container lid using an 8 inch diameter surface. The load remained in place for 15 minutes. During the 15 minutes load period, the lid distorted and deflected but the load did not fall into the container...**Complies**



CRT LABORATORIES, INC.

1680 North Main Street, Orange, CA 92867

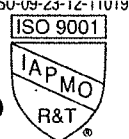
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TEST REPORT

PAGE 3 OF 3

FOR: Sierra Container Group
1222 Lincoln Avenue
Pasadena, CA 91103
Tel: (213) 494-6948 / Fax: (213) N/A
ATTN: Mr. Michael Schwalbach

LWR NO.: 20380 DATE: July 05, 2017

TABLE 2

Testing: ANSI Z245.30-08

Sample ID: Black Polyolefin Plastic Roll-out Cart - 95 gallons

Volumetric Loading Capacity test – per Appendix A

The cart was placed in a large tank. The tank and sample were filled simultaneously with water until overflow. The volume of the body was measured at 90.2 gallons. Then the lid was filled and the volume obtained was 5.1 gallons. The total volume obtained was 95.3 gallons...**Complies**

Slope Stability test – per Appendix B

The empty cart was positioned in three different orientations on a concrete brushed finish surface with a 5 degree slope. No wind was presented at time of testing. No tipping or moving of the cart was detected. Then, the cart was filled with standard loading. No tipping or moving of the cart was detected...**Complies**

Center-of-Balance Position test – per Appendix E

The cart was filled with standard loading. The wheels were blocked to prevent movement. The container was rotate slowly on the wheels until the center of balance position was achieved. The distance from the ground plane to the center line of the handle of the base of the cart was measured. The following data was obtained:

1	2	3	Requirements
35-1/2 inches	35-1/4 inches	35-1/2 inches	29 – 40 inches

...**Complies**

Force to Tip test – per Appendix F

The cart was filled with standard loading. The wheels were blocked to prevent movement. A force gauge was attached to the container handles and a pull force was used to obtain the maximum force required to tip the cart. The following data was obtained:

1	2	3	Requirements
50 lbs	49 lbs	49 lbs	<120 lbs force

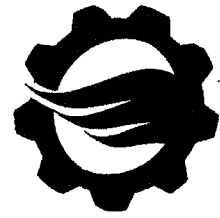
...**Complies**

Lid test – per Appendix G

A load of 80 lbs was placed on top of the container lid using an 8 inch diameter surface. The load remained in place for 15 minutes. During the 15 minutes load period, the lid distorted and deflected but the load did not fall into the container...**Complies**

Jacksonville State University

Department of Applied Engineering



DURABILITY STUDY OF UNIVERSAL ROLLOUT CART

Invoice # *****

Prepared for:

MIKE SCHWALBACH

SIERRA CONTAINER GROUP

1222 Lincoln Ave.

Pasadena, CA 91103

Prepared by: _____

Randy Morris, Manufacturing Engineer

Approved by: _____

Chris Marker, Department Head

TEST SUBJECT

Documenting durability testing of universal rollout cart consisting of semi/fully automated loading/unloading and pulling per ANSI standards.

TEST LOCATION

Heil Environmental

106 45th St.

Fort Payne, AL 35967

PRODUCT TO BE TESTED

65 gallon universal rollout cart

TEST OBJECTIVE

The 65 gallon universal rollout cart was to be durability tested per ANSI Z245.30-2008, Appendix C and ANSI Z245.30-2008, Appendix D. These standards cover the durability during pulling (Appendix C) and the loading and unloading (Appendix D) tests for rollout carts. These tests simulate a collection of the cart one time a week for 10 years.

TEST PROCEDURE

The weight of an empty 65 gallon cart was determined to be 32 lbs. Canvas bags filled with weight media were added to the cart until a combined weight of 260 lbs. was measured. This total combined weight was maintained for the duration of the test.

The durability test consisted of 520 cycles of unloading, pulling, and loading using a semi-automated system. The cycle time for the semi-automated load/unload

was approximately 8 seconds. Cycles were counted automatically as well as manually for redundancy.

The durability test procedure was documented as:

1. The loaded cart was lifted and dumped into a vehicle mounted receptacle, then returned back to the initial position.
2. The unloaded cart was pulled to the loading position on the opposite side of the receptacle.
3. The weighed bags were dumped back into the cart.
4. The loaded cart was pulled back to the initial unloading position.

TEST RESULTS

Upon completion of 520 cycles, the cart was inspected for damage and permanent deformation that would disqualify if for meeting ANSI Z245.30-2008, Appendix C and Appendix D standards. The overall condition of the body, swinging top, axles, wheels, and handles were found to be functional and had no damage or deformation. The cart also continued to meet the compatibility requirements for the lifter used during the test.

CONCLUSION

The 65 gallon universal rollout cart suffered no damage or permanent deformation and was determined to be safe to use in accordance with ANSI Z245.30-2008, Appendix C and Appendix D following the test procedure.

FIGURE 1 : 65 gallon cart test setup with lifting arm



FIGURE 2: Automated cycle counter

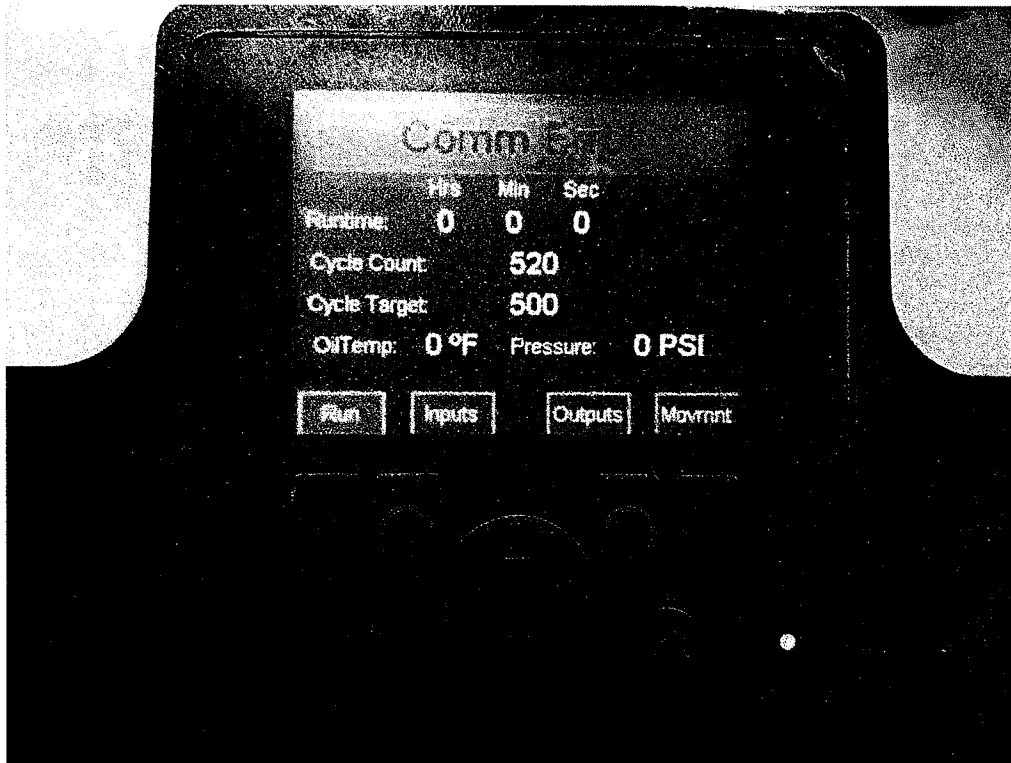
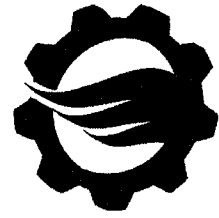


FIGURE 3: 65 gallon universal rollout cart



Jacksonville State University
Department of Applied Engineering



DURABILITY STUDY OF UNIVERSAL ROLLOUT CART

Invoice # *****

Prepared for:

MIKE SCHWALBACH
SIERRA CONTAINER GROUP
1222 Lincoln Ave.
Pasadena, CA 91103

Prepared by: _____

Randy Morris, Manufacturing Engineer

Approved by: _____

Chris Marker, Department Head

TEST SUBJECT

Documenting durability testing of universal rollout cart consisting of semi/fully automated loading/unloading and pulling per ANSI standards.

TEST LOCATION

Heil Environmental

106 45th St.

Fort Payne, AL 35967

PRODUCT TO BE TESTED

95 gallon universal rollout cart

TEST OBJECTIVE

The 95 gallon universal rollout cart was to be durability tested per ANSI Z245.30-2008, Appendix C and ANSI Z245.30-2008, Appendix D. These standards cover the durability during pulling (Appendix C) and the loading and unloading (Appendix D) tests for rollout carts. These tests simulate a collection of the cart one time a week for 10 years.

TEST PROCEDURE

The weight of an empty 95 gallon cart was determined to be 40 lbs. Canvas bags filled with weight media were added to the cart until a combined weight of 361 lbs. was measured. This total combined weight was maintained for the duration of the test.

The durability test consisted of 520 cycles of unloading, pulling, and loading using a semi-automated system. The cycle time for the semi-automated load/unload

was approximately 8 seconds. Cycles were counted automatically as well as manually for redundancy.

The durability test procedure was documented as:

1. The loaded cart was lifted and dumped into a vehicle mounted receptacle, then returned back to the initial position.
2. The unloaded cart was pulled to the loading position on the opposite side of the receptacle.
3. The weighed bags were dumped back into the cart.
4. The loaded cart was pulled back to the initial unloading position.

TEST RESULTS

Upon completion of 520 cycles, the cart was inspected for damage and permanent deformation that would disqualify if for meeting ANSI Z245.30-2008, Appendix C and Appendix D standards. The overall condition of the body, swinging top, axles, wheels, and handles were found to be functional and had no damage or deformation. The cart also continued to meet the compatibility requirements for the lifter used during the test.

CONCLUSION

The 95 gallon universal rollout cart suffered no damage or permanent deformation and was determined to be safe to use in accordance with ANSI Z245.30-2008, Appendix C and Appendix D following the test procedure.

FIGURE 1 : 95 gallon cart test setup with lifting arm



FIGURE 2: Automated cycle counter

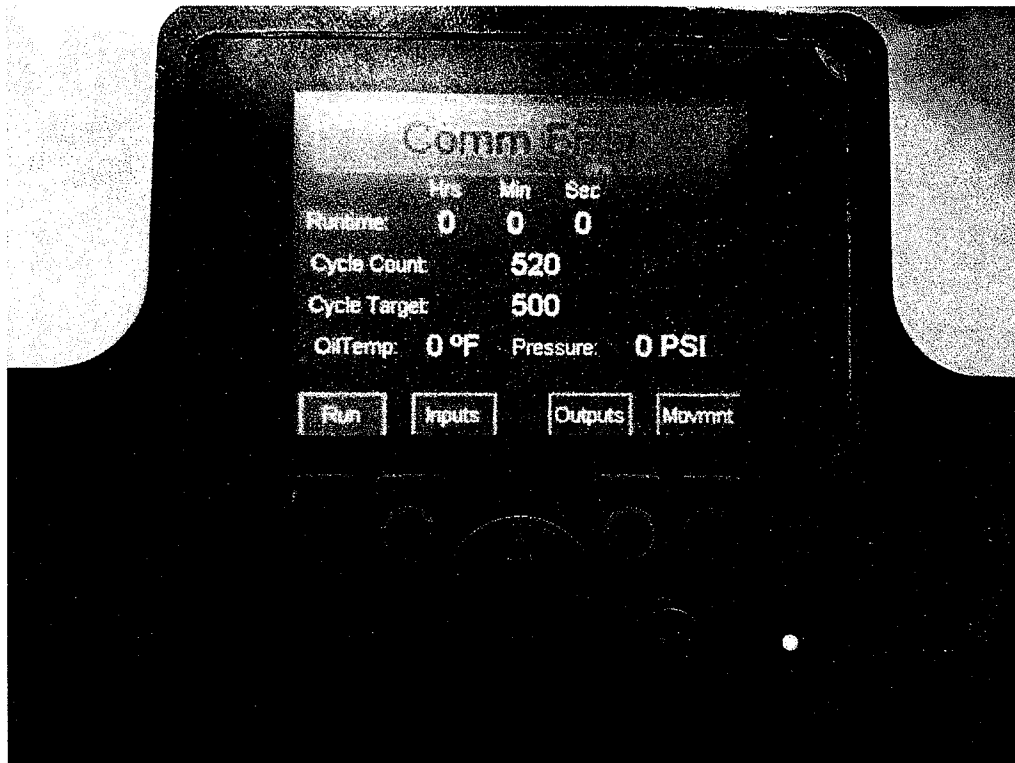
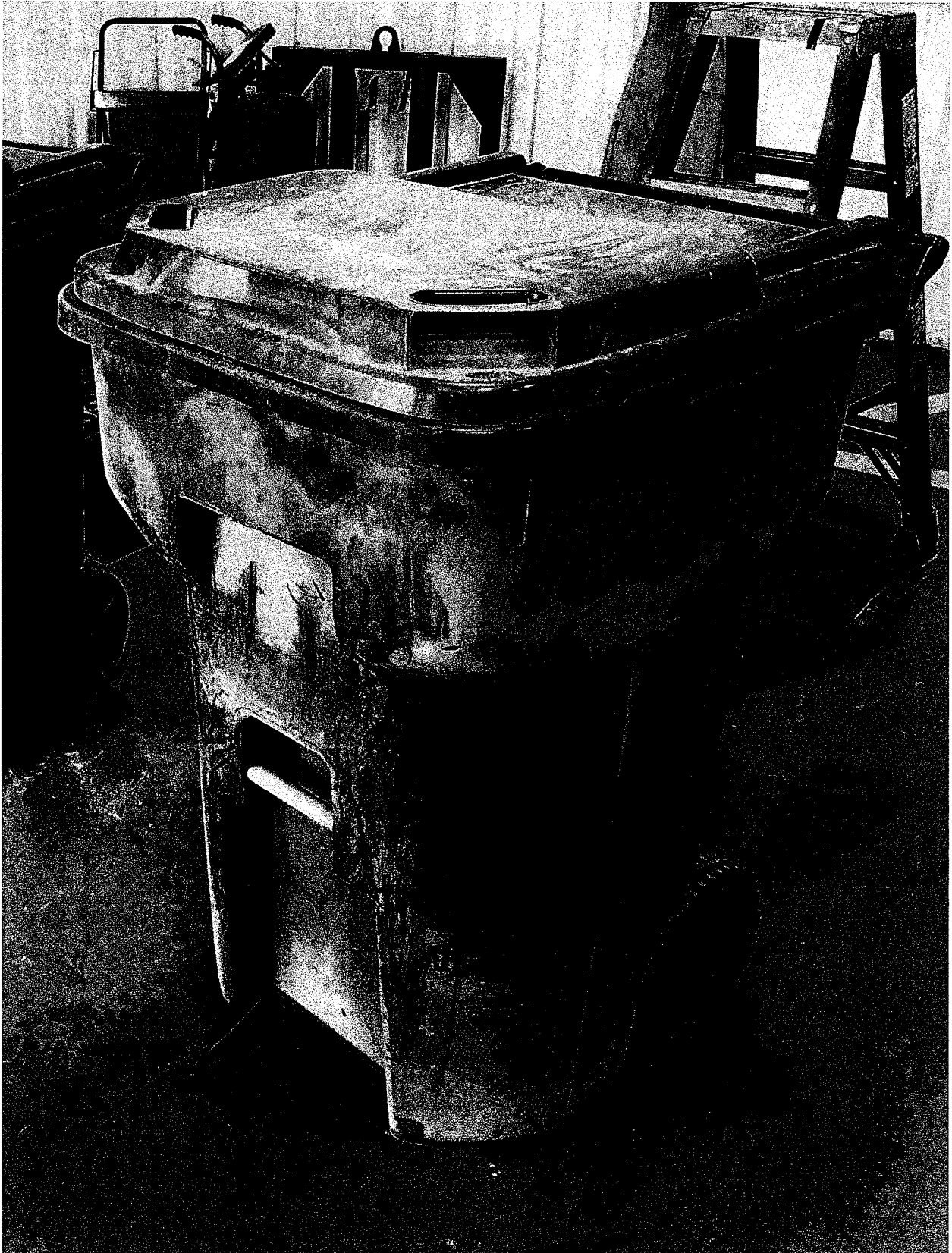


FIGURE 3: 95 gallon universal rollout cart after testing





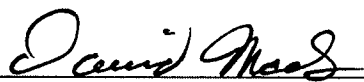
OBSERVATION AND DOCUMENTATION OF SEMI & FULLY AUTOMATED LOADING/UNLOADING AND DURABILITY PULLING OF UNIVERSAL ROLLOUT CARTS

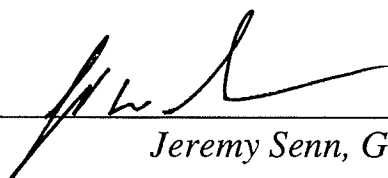
ATS JOB # D281702-1

PURCHASE ORDER # 6440-17-7090

Prepared for

MIKE SCHWALBACH
SIERRA CONTAINER GROUP
1222 LINCOLN AVENUE
PASADENA, CA 91103

Prepared by 
David Mock, Materials Testing

Approved by 
Jeremy Senn, Group Supervisor

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**TEST REPORT****Ref.** D281702-1**Date:** October 23, 2017**Page** 1**of**

4

Purchase Order # 6440-17-07090

Mr. Mike Schwalbach
Sierra Container Group
1222 Lincoln Avenue
Pasadena, CA 91103

Subject

Observation and Documentation of Semi and Fully Automated Loading/Unloading and Durability Pulling of Universal Rollout Carts

Location

Heil Environmental
106 45th Street
Fort Payne, AL 35967

Material

Bayne 65 Gallon Universal Rollout Cart

Background and Objective

One 65 Gallon Universal Rollout Cart was to be tested to ANSI Z245.30-2008 Appendix C (Durability During Pulling Test Carts) and ANSI Z245.30-2008 Appendix D (Loading and Unloading Test Carts) as a guide.

Test Procedure and Results

The 65 Gallon Universal Rollout Cart empty weight was 32 pounds. Bags of weight were loaded into the 65 Gallon Universal Rollout Cart until a weight of 256 pounds was reached, this would be the test weight used during the 520 cycle Durability, Loading and Unloading tests.

One complete cycle consisted of the following:

- 1: The loaded cart was dumped using a semi-automatic operation that would lift and dump the weight out of the cart. Cycle time was between 7 and 8 seconds.
- 2: The unloaded cart was pulled up onto a simulated curb.
- 3: The weight was dropped back into the empty cart.
- 4: The loaded cart was pulled off the simulated curb.

The 65 Gallon Universal Rollout Cart completed the 520 cycles with handles, wheels, axles and attachments to the container, and the container cart itself remain functional in accordance with ANSI Z 245.30-2008 Appendix C. The 65 Gallon Universal Rollout Cart completed the 520 cycles with no noted



TEST REPORT

Ref. D281702-1

Date: October 23, 2017

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damage or permanent deformation such that it cannot be safely used in accordance with ANSI Z 245.30-2008 Appendix D or meet the lifter compatibility requirements.

Discussion and Conclusions

The 65 Gallon Universal Rollout Cart meet the requirements listed in ANSI Z245.30-2008 for the testing performed. The cycle time to unload the cart was faster than required by ANSI Z245.30-2008. This deviation was approved by the customer.



Figure 1: 65 Gallon Universal Rollout Cart – Overall after testing.



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Figure 2: 65 Gallon Universal Rollout Cart – Close up after testing.



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Date: October 23, 2017

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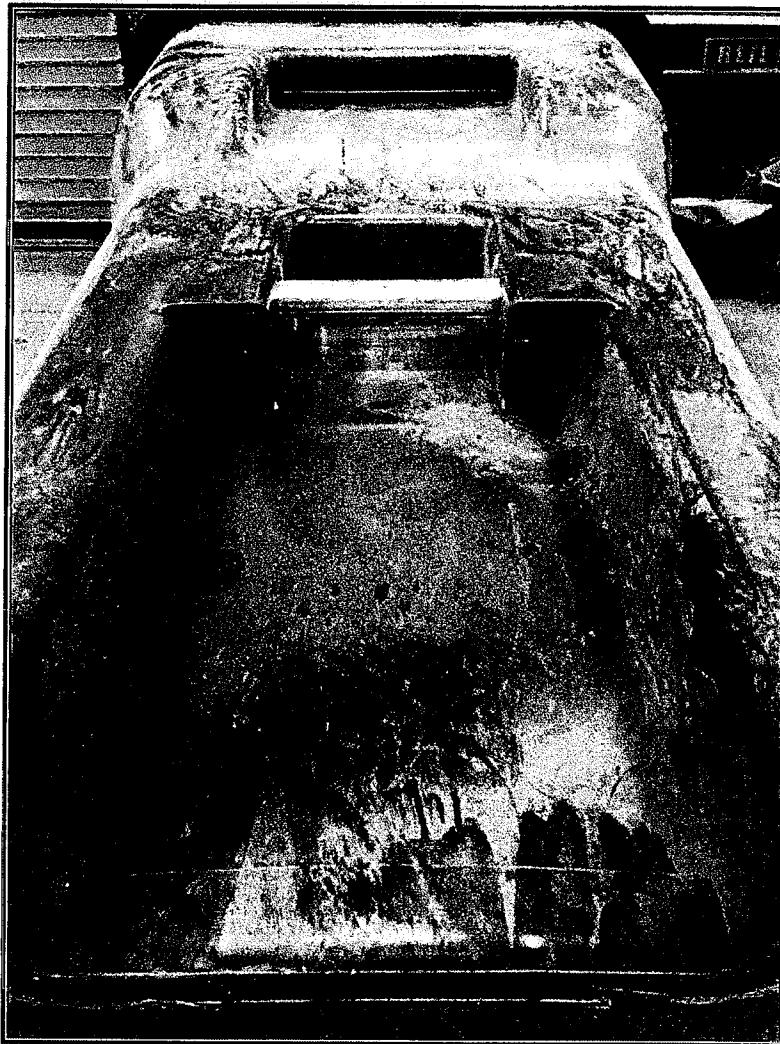


Figure 3: 65 Gallon Universal Rollout Cart – Close up after testing.



APPLIED TECHNICAL SERVICES, INCORPORATED **ISO 9001**

1049 Triad Court, Marietta, Georgia 30062 • (770) 423-1400 Fax (770) 424-6415

OBSERVATION AND DOCUMENTATION OF SEMI & FULLY AUTOMATED LOADING/UNLOADING AND DURABILITY PULLING OF UNIVERSAL ROLLOUT CARTS

ATS JOB # D281702-2

PURCHASE ORDER # 6440-17-7090

Prepared for

MIKE SCHWALBACH
SIERRA CONTAINER GROUP
1222 LINCOLN AVENUE
PASADENA, CA 91103

Prepared by David Mock
David Mock, Materials Testing

Approved by Jeremy Senn
Jeremy Senn, Group Supervisor

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**TEST REPORT****Ref.** D281702-2**Date:** October 23, 2017**Page** 1**of** 4**Purchase Order #** 6440-17-07090

Mr. Mike Schwalbach
Sierra Container Group
1222 Lincoln Avenue
Pasadena, CA 91103

Subject

Observation and Documentation of Semi and Fully Automated Loading/Unloading and Durability Pulling of Universal Rollout Carts

Location

Heil Environmental
106 45th Street
Fort Payne, AL 35967

Material

Bayne 95 Gallon Universal Rollout Cart

Background and Objective

One 95 Gallon Universal Rollout Cart was to be tested to ANSI Z245.30-2008 Appendix C (Durability During Pulling Test Carts) and ANSI Z245.30-2008 Appendix D (Loading and Unloading Test Carts) as a guide.

Test Procedure and Results

The 95 Gallon Universal Rollout Cart empty weight was 40 pounds. Bags of weight were loaded into the 95 Gallon Universal Rollout Cart until a weight of 356 pounds was reached, this would be the test weight used during the 520 cycle Durability, Loading and Unloading tests.

One complete cycle consisted of the following:

- 1: The loaded cart was dumped using a semi-automatic operation that would lift and dump the weight out of the cart. Cycle time was between 7 and 8 seconds.
- 2: The unloaded cart was pulled up onto a simulated curb.
- 3: The weight was dropped back into the empty cart.
- 4: The loaded cart was pulled off the simulated curb.

The 95 Gallon Universal Rollout Cart completed the 520 cycles with handles, wheels, axles and attachments to the container, and the container cart itself remain functional in accordance with ANSI Z 245.30-2008 Appendix C. The 95 Gallon Universal Rollout Cart completed the 520 cycles with no noted



TEST REPORT

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Date: October 23, 2017

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damage or permanent deformation such that it cannot be safely used in accordance with ANSI Z 245.30-2008 Appendix D or meet the lifter compatibility requirements.

Discussion and Conclusions

The 95 Gallon Universal Rollout Cart meet the requirements listed in ANSI Z245.30-2008 for the testing performed. The cycle time to unload the cart was faster than required by ANSI Z245.30-2008. This deviation was approved by the customer.

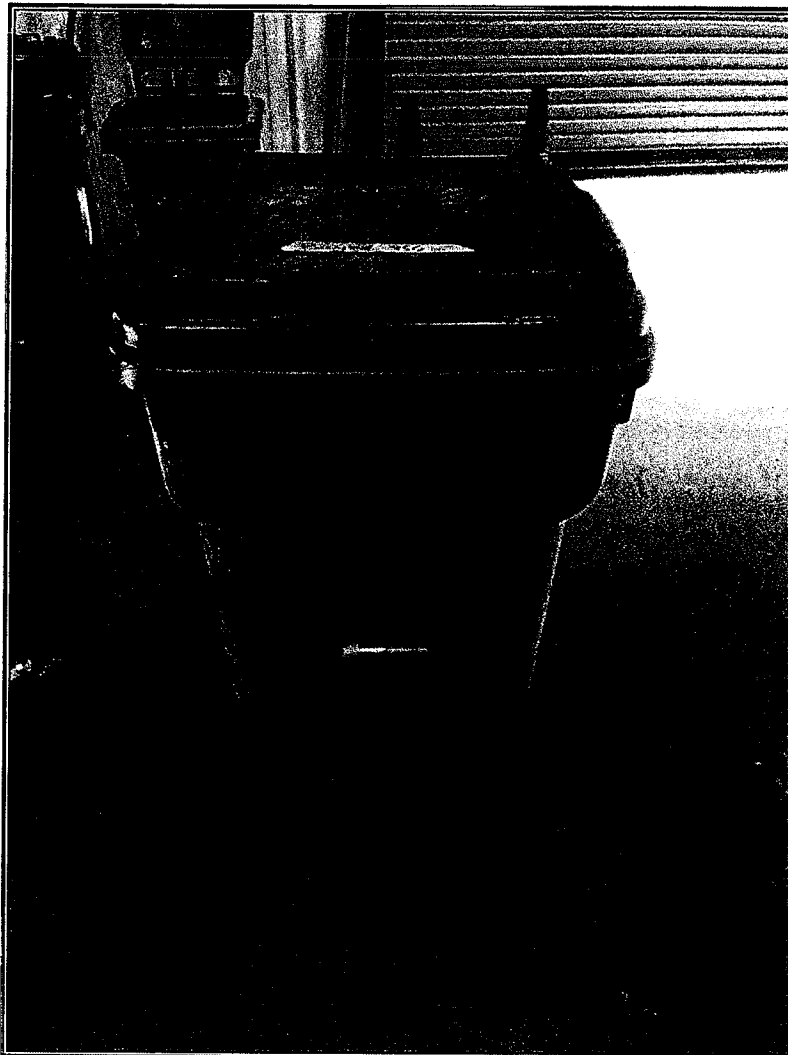


Figure 1: 95 Gallon Universal Rollout Cart – Overall after testing.



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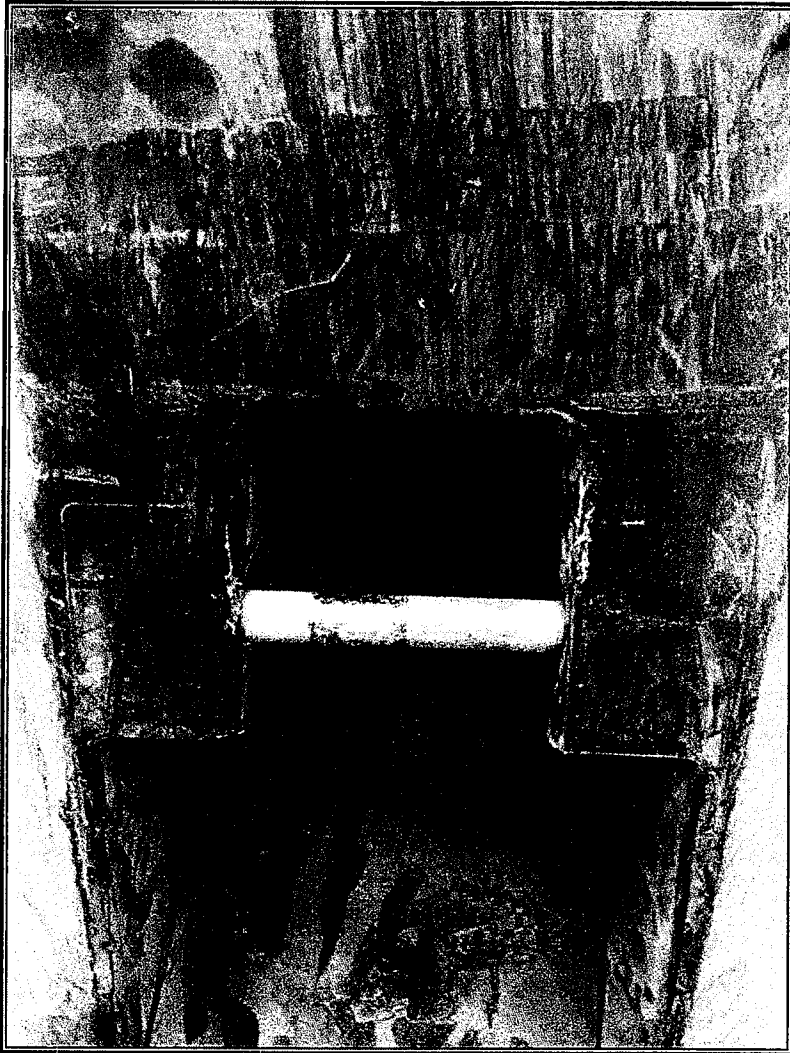


Figure 2: 95 Gallon Universal Rollout Cart – Close up after testing.



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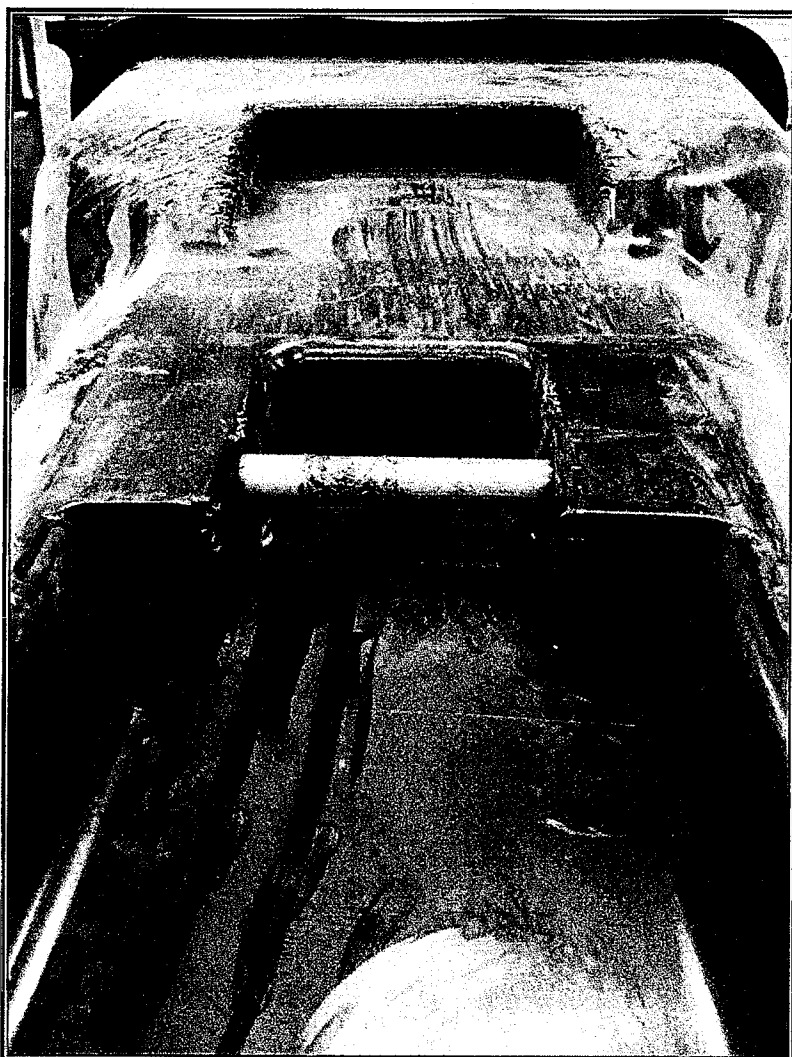


Figure 3: 95 Gallon Universal Rollout Cart – Close up after testing.

DOW™ HDPE DMDB-7950 NT 7

High Density Polyethylene Resin
The Dow Chemical Company

PROSPECTOR®

www.ulprospector.com

Technical Data

Product Description

- Injection molding
- Roll-out trash carts and other large parts
- Excellent impact strength, stress crack resistance and processability
- Very narrow molecular weight distribution

Complies with:

- U.S. FDA 21 CFR 177.1520 (c) 3.1a
- Canadian HPFB No Objection
- European Commission Regulation (EU) No 10/2011

Consult the regulations for complete details.

DOW DMDB-7950 NT 7 High Density Polyethylene (HDPE) Resin is intended for use in injection molding applications such as roll-out trash carts and other large parts with short molding cycles. It is produced via UNIPOL™ Process Technology from Dow and has been designed to meet the rigorous performance characteristics of impact resistance, environmental stress crack resistance, stiffness, and low warpage, while maintaining excellent moldability.

General

Material Status	• Commercial: Active
Literature ¹	• Technical Datasheet
Search for UL Yellow Card	• The Dow Chemical Company
Availability	• North America
Additive	• Antiblock: No • Processing Aid: No • Slip: No
Agency Ratings	• EU 10/2011 • FDA 21 CFR 177.1520(c) 3.1a • HPFB (Canada) No Objection
Forms	• Pellets
Processing Method	• Injection Molding

Physical	Nominal Value (English)	Nominal Value (SI)	Test Method
Density / Specific Gravity	0.950	0.948 g/cm ³	ASTM D792
Melt Mass-Flow Rate (MFR) (190°C/2.16 kg)	5.8 g/10 min	5.8 g/10 min	ASTM D1238
Environmental Stress-Cracking Resistance (ESCR)			ASTM D1693
122°F (50°C), 100% Igepal, F50	40.0 hr	40.0 hr	
Mechanical	Nominal Value (English)	Nominal Value (SI)	Test Method
Tensile Strength			ASTM D638
Yield, Compression Molded	3600 psi	24.8 MPa	
Break, Compression Molded	3800 psi	26.2 MPa	
Tensile Elongation			ASTM D638
Yield, Compression Molded	8.0 %	8.0 %	
Break, Compression Molded	1200 %	1200 %	
Flexural Modulus - 2% Secant (Compression Molded)	146000 psi	1010 MPa	ASTM D790B
Impact	Nominal Value (English)	Nominal Value (SI)	Test Method
Tensile Impact Strength ³ (Compression Molded)	50.0 ft·lb/in ²	105 kJ/m ²	ASTM D1822
Hardness	Nominal Value (English)	Nominal Value (SI)	Test Method
Durometer Hardness (Shore D)	54	54	ASTM D2240
Thermal	Nominal Value (English)	Nominal Value (SI)	Test Method
Deflection Temperature Under Load			ASTM D648
66 psi (0.45 MPa), Unannealed, Compression Molded	154 °F	67.8 °C	
Brittleness Temperature	< -105 °F	< -76.1 °C	ASTM D746
Vicat Softening Temperature	261 °F	127 °C	ASTM D1525
Melting Temperature (DSC)	266 °F	130 °C	Internal Method
Peak Crystallization Temperature (DSC)	244 °F	118 °C	Internal Method



DOW™ HDPE DMDB-7950 NT 7

High Density Polyethylene Resin
The Dow Chemical Company

PROSPECTOR®

www.ulprospector.com

Notes

¹ These links provide you with access to supplier literature. We work hard to keep them up to date; however you may find the most current literature from the supplier.

² Typical properties: these are not to be construed as specifications.

³ Type S



DOW™ HDPE DMDB-7950 NT 7

High Density Polyethylene Resin

The Dow Chemical Company

PROSPECTOR®

www.ulprospector.com

Where to Buy

Supplier

The Dow Chemical Company

Midland, MI USA

Telephone: 800-441-4369

Web: <http://plastics.dow.com/>

Distributor

Entec Polymers

Telephone: 800-375-5440

Web: <http://www.entecpolymers.com/>

Availability: North America

PolyOne Distribution

PolyOne Distribution is a global distribution company. Contact PolyOne Distribution for availability of individual products by country.

Telephone: 800-894-4266

Web: <http://polyonedistribution.com/>

Availability: Global





Tab 6

References



Tab 7

Pricing



Tab 8

Value Added Products and Services

TAB 8

VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Sierra Container has partnered with several companies that provide the following products and services. Pricing can be provided upon request as these services are tailored to specific project scopes and/or specific needs.

1. Customer Marketing & Education - tailored to the market areas specific collection services available. These services include but are not limited to: online website development, custom designed mailers and direct mail, custom designed educational literature to be attached to containers, local education and rewards / incentive programs.
2. Container Management Services - day to day work order completion of customers existing fleet. This typically consists of work order clean up services, assembly & distribution, repairs, reclaims, inventory management, yard clean up, recycling services with opportunity for material rebate.
3. Container Recycling - the recycling of old and/or broken containers with opportunity for rebate. Rebate will be dependent on current market value of material, current freight costs to ship to recycling facility and any associated labor costs to prepare.
4. Database Scrubbing - service provided to customers that do not have the infrastructure or resources to clean their database prior to deployment of containers.
5. Public Litter Containers - these containers are customized per customers needs and include 4 customizable panels to tailor the appearance. i.e. Municipal, Stadium and Park logos and seals, Team Logos etc...
6. Customer Service - Sierra Container is unique in organization structure. We are owner operated with low overhead. In addition to two (2) dedicated Customer Service Managers every member of the Sierra team work directly with customers to ensure customers expectations and needs are exceeded. The Sierra Container Group believes in strong partnerships including with our manufacturing partners, tool makers, freight carriers, container service companies, material and component suppliers. We are very diligent in vetting out and selecting our partners to ensure that we and most importantly our customers receive the great customer service. Although there is always a Sierra team member available to help our customers 7 days per week, Sierra's general service hours are: Monday - Friday 7:00am EST - 6:00pm PST.
7. MWBE - Sierra Container partners with MWBE owned freight carriers and container service companies that offer their services nationwide.
8. Marketing & Training - Sierra Container provides our customers with a graphic work order of the product prior to production. The container image in our work orders can be utilized by our customers for marketing purposes. Assembly instructions (training) can be provided upon request.



TECHNOLOGY FOR SUPPORTING THE PROGRAM

The RFP includes a 7 point evaluation concerning "Technology for Supporting the Program."

Electronic on-line catalog, order entry use by and suitability for the entity's needs

Currently, Sierra Container does not have a transactional website for ordering. Besides our competition that supplies retail stores (i.e. Home Depot) selling 1 container at a time to individual residents, the industry does not utilize on-line ordering. Typical orders in our industry to local government are in large quantities (i.e. truckload) and are manufactured once the order is placed, not retrieved from stock inventory. Each order has a unique set of specifications including color, branding and serial numbers. Thus, to ensure the accuracy of each order, the industry norm is communication through a sales agent and electronic sales form with all the details of each unique order. Sierra will work with NCPA to further develop its website to meet any NCPA requirements.

Quality of vendor's on-line resources for NCPA members.

Due to the number of various orders specifications, the plastic roll-out cart / waste and recycling service industry utilizes a sales agent rather than an online database to ensure accuracy with each customized order. Sierra will work with NCPA to further develop its website to meet any NCPA requirements.

Specifications and features offered by respondent's products and/or services.

Specifications for each product offered can be found within Tab 5 of the bid.



Tab 9

Required Documents

TAB 9

REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

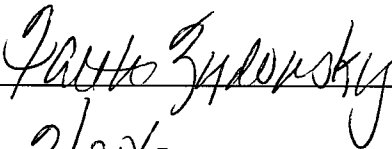
FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Sierra Container Group - Faith Zydowsky

Address 6160 SW Highway 200, Suite 110

City/State/Zip Ocala, FL 34476

Authorized Signature 

Date 3/20/23

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

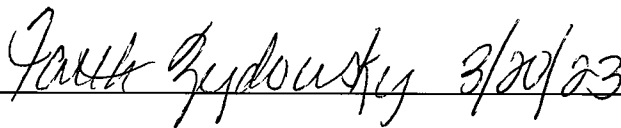
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	<u>Sierra Container Group</u>
Address	<u>6160 SW Highway 200, Suite 110</u>
City/State/Zip	<u>Ocala, FL 34476</u>
Telephone Number	<u>(626) 262-4963</u>
Fax Number	<u></u>
Email Address	<u>faith@sierracontainer.com</u>
Printed Name	<u>Faith Zydowsky</u>
Title	<u>Vice President</u>
Authorized Signature	<u> 3/20/23</u>

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>